

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 11</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">24-Mar-2004</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W22W9K-4063-5624</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230		CODE <div style="text-align: center;">W912QR</div>		7. ADMINISTERED BY (If other than item 6) CIVIL/OPS/ENVIRONMENTAL TEAM 600 DR. M. L. KING, JR. PL., RM 821 ATTN: DIANA J. LEWIS LOUISVILLE KY 40202-2230		CODE <div style="text-align: center;">DACW27</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. W912QR-04-T-0026	
				X		9B. DATED (SEE ITEM 11) 19-Mar-2004	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Request for Quote (RFQ) W912QR-04-T-0026 for MATOC Fabrication/Refurbishment is hereby amended as follows: 1. Remove Scope of Work (SOW) dated 17 March 2004 from RFQ and replace with attached Revised SOW dated 24 March 2004. 2. Remove SPECIAL CONTRACT REQUIREMENTS dated 17 March 2004, and replace with REVISED SPECIAL CONTRACT REQUIREMENTS dated 24 March 2004. 3. FAR Clauses 52.237-3 CONTINUITY OF SERVICES (JAN 1991), LCL 0228-002 REQUIRED INSURANCE, 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLTION (JAN 1997), and 52.232-5001 CONTINUING CONTRACTS (MAR 1995)-EFARS, are hereby deleted from the RFQ. 4. FAR 52.246-2 INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996), located elsewhere in RFQ, takes the place of FAR 52.212-4(a), also located in RFQ. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 24-Mar-2004	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

5. Due date for this RFQ IS NOT EXTENDED.
6. All other information remains unchanged.

REVISED SOW 24 MAR 04

**MATOC CONTRACT
for Various Fabrication/Refurbishment Needs
REVISED 24 March 2004**

Purpose: To provide a MATOC (Multiple Award Task Order Contract) contract for various fabrication/refurbishment requirements primarily for the Operations Division, Louisville District, but includes all organizational areas within the Louisville District mission boundaries and also includes the Lakes and Rivers Division mission boundaries. The intent of this contract is to provide the flexibility necessary to meet multiple fabrication/refurbishment needs in a timely, cost effective manner.

General Scope: This contract is to provide the means to obtain new products or parts and/or to have existing parts rebuilt or reconditioned so as to maintain the Locks and Dams primarily within the Louisville District. These Locks and Dams vary in age with the oldest facility being more than 70 years and with most being built in the 1950's, 1960's and 1970's. The contractor will not be required to provide any labor at the Lock and Dam Sites. It is expected that the Louisville Repair Station, Louisville District, Corps of Engineers, will install all products provided by this contract.

The contractor must provide all domestic end products in accordance with the Buy American and the Trade Agreements clauses included as a part of this contract. If any non-domestic material is proposed, the country of origin as well as the specific item(s), including associated pricing, must be noted in your price proposal for each task order. Proposing non-domestic material could result in your proposal not being given any further consideration. The contractors will always be encouraged to propose technical innovations that improve the original designs. The technical innovations must be submitted for review when the contractor submits their proposal for a Task Order.

Pick up and delivery of all Government-furnished parts will be coordinated through the warehouseman at the Louisville Repair Station (LRS). It will be the responsibility of the contractor to provide a truck for pick up and delivery of all parts included in each individual Task Order. LRS personnel and equipment will be available to assist in the loading of various parts at LRS, as long as sufficient time is given by the contractor to schedule pick-ups and deliveries.

It may be required by a Task Order that the contractor pick up parts from the Louisville Repair Station's Fleet and return the repair, replace or rebuilt part back to the Fleet's location. These specific delivery instructions will be noted in the Statement of Work for the Task Order. The contractors will be expected to make deliveries or pick-ups at any Lock or Dam between Markland Lock and Dam (Ohio River mile 531) to Olmsted Lock and Dam (Ohio River mile 965); and at any Reservoir facility that the Louisville District maintains. These Reservoirs are within the states of Kentucky, Illinois, Indiana and Ohio. See the www.lrl.usace.army.mil for the civil works boundaries of the Louisville District.

It may be required in a specific Task Order that the contractor complete the work within a limited time frame. The contractor's proposal for the Task Order shall indicate their plan to complete the expedited work within the allotted delivery time and any additional costs associated with the expedited delivery time..

METHODS: The contractor is to use the best industry standards in all phases of the required work. The contractor will be required to provide new metal castings, forgings or built up steel components; heat treating steel components; stainless steel overlays, hard chrome overlays, various types of bushings, precise milling and machine work; pressure vessel manufacturing and certification; rebuilding of existing boilers, electric motors or generator sets; to rework existing hydraulic cylinders, strut arm spring assemblies; structural steel or aluminum fabrication; welding of structural steels, castings and forgings; vinyl painting or other approved coating systems and other operations that are necessary to provide complete products or parts that are necessary to the operation of the Locks and Dams of Louisville District. The specific work that is necessary will be detailed in each Task Order. All patterns for castings will become the sole property of the U.S. Army Corps of Engineers. Each pattern will have an

identification number engraved on it and be crated for transportation to LRS. Casting patterns shall be delivered at the same time the part being fabricated is delivered.

PRODUCTS: These products or parts are such items as miter gate hydraulic cylinders, culvert valve hydraulic cylinders, steel culvert valve bodies, maintenance bulkheads of various sizes, emergency gate slot protectors, miter gate strut arms, sector gear, sector rack bar, stainless steel overlays on Pintle balls, hard chroming of machined or milled Pintle balls; gudgeon, link or anchor pins made from stainless steel then hard chromed; the fabrication and assembly of aluminum or steel concrete embeds, structural steel intake frames and screens, new miter gate anchorage assemblies, mooring bitts and the fabrication of structural steel parts for Lock or Dam maintenance. However this contract is not to be limited to only these items.

SPECIFICATIONS: The following Specifications are included in this contract and will become part of the Task Order when referenced in the individual Task Orders. Additional Specifications or Drawings may be included in the Task Orders. These additional specifications or drawings shall then become a part of the basic contract. The contractor shall bid the Task Order using the general contract specifications, the referenced specifications in the Task Order and any attached specifications that are noted in the Scope of Work for the Task Order. Any identified ambiguities or conflicts shall be brought to the attention of the Contracting POC prior to submitting your proposal.

SPECIFIC CONTRACT REQUIREMENTS:

1. **GENERAL:** The following requirements shall apply to all Task Orders unless otherwise specified in the individual Task Order. The Task Order shall identify specific requirements that will be necessary to complete that Task Order.
 - 1.1 **Start/completion Dates:** All the completed and packaged parts or assemblies shall be delivered to LRS or to the designated site indicated in the Task Order on or before the delivery date. Failure to meet required delivery times is considered a significant performance evaluator and could result in reduced or no future work and could ultimately result in a Termination for Default.
 - 1.2 **Corps of Engineers Inspection:** Corps of Engineers personnel shall be allowed to inspect the progress of any portion of this project at the Contractor's work site. All parts or assemblies shall not be shipped until the units have been inspected and approved by the Contractor Quality Control Representative (CQCR). The CQCR shall provide reports to the Technical Representative prior to the shipment of any part or assembly certifying that the part or assembly meets or exceeds the Contract requirements.
 - 1.3 **Technical Representative:** All technical or contractual questions regarding this contract or questions regarding task orders shall be directed to Diana Lewis, email: diana.j.lewis@lrl02.usace.army.mil, phone number 502-315- 6206.
2. **DRAWINGS:**
 - 2.1 **Contract Drawings:** The base contract does not contain any contract drawings. Individual Task Orders may have drawings, sketches or other technical data included which shall be considered to be contract drawings. If contract drawings are provided, they will be available electronically. The completed work shall conform to these drawings and the Task Order specifications.
3. **MATERIALS:**
 - 3.1 The contractor shall always provide the best quality materials for their intended use unless otherwise specified in the Task Order. All deviations from the Task Order requirements or best industry standards shall be noted on the contractor's shop drawings and must be approved by the Technical Representative prior to initiation of the deviation.

4. **TEST OF MATERIALS:** The Contractor shall, at his expense, perform analyses and tests to demonstrate that all materials are in conformity with the specifications. Should the Contractor desire to use stock materials not manufactured specifically for the work covered by the specifications, they shall submit evidence satisfactory to the Technical Representative that such materials conform to the requirements of the specifications. Detailed tests of these materials will not be required if approved by the Technical Representative. Tests, except where modified, shall be made as indicated in the respective detailed specifications or on the drawings unless otherwise authorized in the presence of the Technical Representative. Upon request, the contractor shall furnish to the Technical Representative specimens and samples for independent analysis and test that are in accordance with construction drawings and prepared for shipment.
5. **SUBMITTALS:** Contractor submittals shall be furnished in accordance with the specifications and as herein specified.
 - 5.1. Shop Drawings. Use of the attached drawings for shop drawings shall be at the Contractor's option and risk. If the Contractor's shop practice requires details in addition to/or different from those shown on the contract drawings, he shall prepare shop drawings and furnish three sets for approval. If approved by the Technical Representative, each copy of the drawings will be identified as having received such approval by being so stamped and dated, and one set will be returned to the Contractor. The Contractor shall make any corrections required by the Technical Representative. The approval of the drawings by the Technical Representative shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of shop drawings by the Technical Representative shall not relieve the Contractor of the responsibility for complete conformity with the specifications.
 - 5.2. List of Materials. The Contractor shall submit evidence, satisfactory to the Technical Representative, stating that all materials conform to the requirements of these specifications. The Contractor shall also furnish a shipping bill or memorandum of each shipment of finished pieces or members, giving the designation mark and weight of each piece, the number of pieces, and the total weight.
6. **QUALITY CONTROL:**
 - 6.1 Quality Control Program. The Contractor shall submit a Quality Control Plan with each Task Order. The Plan shall include a detailed process of how the Contractor's Quality Control Program shall function throughout this entire contract so that all materials delivered to the Government meet the Contract requirements in every aspect. The Plan shall indicate the Contractor Quality Control (CQC) organization, letters of authority to the CQC staff, testing laboratories to be used, inspection procedures, documentation process to control delivered materials, sample of the proposed CQC daily report, test report forms and other reports necessary to complete this contract. The Contractor shall establish and maintain an effective Quality Control Program to assure compliance with the contract requirements and shall submit records of all quality control operations for the items covered by these specifications. These records shall document material and workmanship compliance. They shall document all inspections and testing completed by the Contractor's Quality Control staff to insure compliance to this contract. The CQC Plan must be approved before the award of the first Task Order.

The CQC Plan may need to be revised to fit the specific requirements of a Task Order, in which case, the contractor shall submit a revision to their basic plan within 10 days of the Task Order Notice of Award for the Contracting Officer's Representative approval.
 - 6.2 Tests of Materials. The Contractor shall, at his expense, perform analyses and tests to demonstrate that all materials are in conformity with the specifications. Should the Contractor desire to use stock materials not manufactured specifically for the work covered by these specifications, he shall submit evidence satisfactory to the Contracting Officer's Representative stating that such material conforms to the requirements of the specifications. Detailed tests of these materials will not be required if so approved by the Contracting Officer's Representative. Tests, except where modified, shall be made as indicated in the respective detailed specification or on the drawing and, unless otherwise authorized, in the presence

of the Contracting Officer's Representative. The Contractor shall furnish the Contracting Officer's Representative certified reports in duplicate of all required analyses and tests.

- 6.3 Nondestructive Testing. When doubt exists as to the soundness of any material part, such part may be subjected to any form of nondestructive testing permitted by the Technical Representative. This may include ultrasonic, magnaflux, dye penetrant, x-ray, gamma ray or any other test that will thoroughly investigate the part in question. The cost of such investigation will be borne by the Government. Any defects will be cause for rejection and rejected parts shall be replaced and retested at the Contractor's expense.

7. WORKMANSHIP:

- 7.1 General: Workmanship shall be of the highest grade in accordance with the best modern practices to conform to the specifications and drawings for the items being furnished.

- 7.1.2 Quality Control: The Contractor shall establish and maintain a quality control system to assure compliance with the contract requirement. The Contractor's Quality Control staff will ensure that workmanship is of the highest quality and provide documentation that supports this quality for all work performed by the contractor, any subcontractor, fabricator or supplier.

8. CASTINGS: Each casting shall have the mark number cast or stamped upon it. Deviations from the dimensions and the thickness of castings as shown on the drawings will not be permitted to exceed such amounts as will impair the casting strength as computed from dimensions shown. Dimensions of castings shown on approved shop drawings shall be finished dimensions. Warped or otherwise distorted castings or castings that are oversize to an extent that will interfere with proper fit with other parts of the machinery or structure will be rejected. The structure of the metal in the castings shall be homogenous and free from excessive nonmetallic inclusions as directed by the ASTM Standards. Excessive segregation of impurities or alloys (as directed by ASTM Standards), at critical points in a casting will be cause for its rejection. The Contractor shall not make repairs to castings prior to approval of a written plan for repairs by the Technical Representative. Where repair welding is permitted, it shall be performed so as to produce a solid dense surface free of cracks, pits, blowholes or slag deposits.

9. METAL WORK FABRICATION:

- 9.1 General. Material before being laid off or worked must be straight. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks or bends shall be cause for rejection of the material. Material with welds will not be accepted except where otherwise approved by the Technical Representative. Where heating is require, precautions shall be taken to avoid overheating the metal and it shall be allowed to cool in such a manner as not to destroy the original properties of the metal. Finished members shall be free from twists, bends and open joints.

9.2 Dimensional Tolerances of Structural Steel Items.

- 9.2.1. Dimensions shall be measured by means of an approved calibrated steel tape of the same temperature as the item or part at the time of measurement.
- 9.2.2. The overall dimensions of the assembled structural unit shall be within the tolerances indicated on the drawings.

Except as otherwise required, an allowable variation of 1/32 inch is permissible in the overall length of individual component members with both ends milled. Individual component members without milled ends shall not deviate from the dimensions shown on the drawings by more than 1/16 inch.

- 9.3. Structural Steel Fabrication. Shearing shall be accomplished in accordance with the specifications and drawings and all portions of the work neatly finished. Structural steel may be cut by mechanically guided or hand guided torches provided a profile with a smooth surface free from cracks and notches is secured. Cuts shall be chipped, ground, or machined smooth so that the finished piece meets the dimensions given on the drawings.
10. PATTERNS: The Contractor shall provide all patterns necessary to fabricate the items called for in this contract. In the construction of patterns, care shall be taken to avoid sharp corners or abrupt changes in cross section. Ample fillets shall be used. The Contractor shall add such draft and increases in pattern thicknesses as will conform to his standard foundry practice and as may be necessary to insure that all metal thicknesses of the finished casting will be in accordance with the dimensions shown on the drawings and the requirements specified in Paragraphs 8, CASTINGS, and 9, METAL WORK FABRICATION. All patterns will become the property of the Government. They shall be shipped in marked crates to LRS.
11. WELDING: Prior to welding the Contractor shall submit welding procedures, in accordance with the applicable sections of AWS D1.1, for approval by the Technical Representative. Welders and welding operators shall be certified for these procedures in accordance with AWS D1.1.
12. SHOP ASSEMBLY: All assemblies shall be assembled in the shop to determine the correctness of the work and matching of the component parts. The tolerances shall not exceed those shown on the drawings and each unit assembled shall be closely checked to insure that all necessary clearances have been provided and that the binding does not occur in any moving part. Assembly in the shop shall be in the same position as final installation in the field. Final assembly and disassembly work shall be performed in the presence of a Government inspector unless waived in writing by the Technical Representative. The Contractor shall immediately remedy any errors or defects disclosed without cost to the Government. Before disassembly of any assemblies for shipment the components of the assembly shall be match-marked to facilitate erection in the field. Circling with a ring of white paint shall indicate the location of the match-marks.
13. IDENTIFICATION AND PROTECTION:
- The Contractor shall crate each assembly in its own crate. All the parts of the assembly shall be properly package in the crate so that no damage to any part can occur. All machined faces shall have a protective coating, such as Cosmolene or other Government approved material, applied to prevent any corrosion on the face prior to the face receiving a protective covering or wrapping. All threaded parts shall have the threads protected in a similar manner. All machined faces or surfaces shall also have a protective covering to prevent any damage to face or surface prior to installation of the part. Loading within the crates shall be balanced to the greatest extent possible, and all items within the crate shall be restrained by acceptable methods. All crates that have unbalanced loads shall be identified by approved methods. Crates shall be designed so that they are the same size as much as possible for each group of assemblies or similar items and they can be stacked to a height of 6 crates. Crates shall also be designed so that lids are fastened with screws or other type fastener that allows easy removal of the lid for inspection by the Government at time of delivery.
- The crates shall contain all the parts for any one assembly unless otherwise indicated in these Specifications. There shall be no mixing of parts from one assembly to another in any crate unless approved by the government.
- The crates shall be labeled to identify the Contract Number and Task Order Number, assembly name, bid item number and all the parts packaged within that crate, name and mark number. Also, include the crate total weight and any special handling instructions (such as, off center weight). Specific crating requirements will be identified in the individual Task Orders.

SPECIAL CONTRACT REQUIREMENTS

**SPECIAL CONTRACT REQUIREMENTS
FABRICATION/REFURBISHMENT MATOC
REVISED 24 March 2004**

1. **PURPOSE** - The purpose of these indefinite-delivery, indefinite-quantity (IDIQ) Multiple-Award Task Order contracts (MATOC) will be to provide varying types of Fabrication of parts and Refurbishment services for the U.S. Army Corps of Engineers, Great Lakes and Ohio River Mission Boundaries primarily for Civil projects, but could include military requirements.
2. **RESTRICTIONS** – This procurement is 100% Set Aside for Small Businesses. NAICS – 332710 (500 Emp).
3. **PERIOD OF SERVICE** - Up to four (4) contracts will be awarded as a result of this solicitation. Each contract will include a three-year Base Period and two, one-year option periods, for a total contract performance period NTE five years, as follows:

Base Period will run for a three-year period from date of award.

Option One will be for a one-year period.

Option Two will be for a one-year period.

4. **CAPACITY** - If capacity is fully utilized before the Base Period or Option Period expires, the Government may decide to exercise the next option early. Maximum value of all work awarded under the MATOCs will be limited to \$5,000,000.00 per contract: \$3,000,000.00 for the Base Period and \$1,000,000.00 for each Option Period. The Minimum Guarantee amount for the three-year Base Period will be **\$60,000** per contract and **\$10,000.00** for each one-year Option Period. Task Order minimum and maximum amounts are \$2,500.00 and \$500,000.00.
5. **PROPOSAL SUBMITTAL** – **Proposal pkg shall be limited to a total of 25 pages.** Award of these MATOC solicitations will be based on BEST VALUE to the Government, with the following Evaluation Factors to be considered:

GEOGRAPHICAL PROXIMITY - To the Louisville Repair Station (LRS), 2605 Shippingport Station, Louisville, Ky 40212 .

NOTE: This is a Significant Factor.

EXPERIENCE – Give detailed summary of related work experience (see Scope of Work) you have performed over the past five-year period. Summary should include the total dollar value, duration period of the project, the type of work performed and type of materials used.

PAST PERFORMANCE -

Give at least three (3) references of persons/companies having personal knowledge of your listed related work experience, and Safety Experience Modification Rate (EMR). Give complete names of Point of Contacts, addresses, and working phone numbers.

TECHNICAL CAPABILITY –

1. List of Primary Equipment & Equipment Access Plan
2. Electronic capability to read drawings and ability to transmit documents electronically.
3. Provide list of inspection laboratories that you normally use and/or your In-House capabilities, to include a Point of Contact (POC) and working phone number.
4. Quality Control (QC) Plan (see paragraph 6 of SOW)

5. Site Visit by Government Personnel

6. **ORDERING PROCEDURES FOR TASK ORDERS** – When the Government requires work under the MATOC, a Request for Quote (RFQ) will be issued to each contractor. The RFQ will include specifications, scope of work, Line Item detail, any drawings, attachments, evaluation criteria (if necessary), and any other requirements needed for submission.

6.1 ORDERING – (FAR 52.216-18)(OCT 1995)

- a. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Such orders may be issued from date of contract award until end of contract period, which includes options.
- b. All Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Task Order and this contract, the contract shall control.
- c. If mailed, a Task Order is considered “issued” when the Government deposits the order in the mail. Orders may also be issued orally, by facsimile, or by electronic commerce methods, only if authorized by the Schedule.

6.2 All MATOC contractors will be given a fair opportunity to quote on projects unless the Contracting Officer determines:

- a. an urgent need exists and seeking competition would result in unacceptable delay
- b. only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized.
- c. a sole-source is in the interest of economy and efficiency as a logical follow-up to an order already competed to satisfy contract minimum award obligations.

6.3 Whenever possible, award of Task Orders will be made without discussions. If discussions are held, at the conclusion, each MATOC contractor will be requested to provide a final quote revision. Task Order award will be made based on the lowest price or the best value to the Government, as described in the RFQ. The awarded Task Order will be firm fixed-price with a specific completion date.

7. **SITE VISITS** – On Task Orders, Contractors’ attendance at site-visits may be highly recommended in some cases in order to understand the results desired by the Government. While not mandatory, failure to make a site-visit may NOT be used as an excuse for lack of knowledge about the requirement, and may be taken into consideration in determining a Contractor’s eligibility to participate in future Task Orders.

8. **STANDARD FORM** - Task Orders will be issued on the Standard Form 1449 (Commercial Items). The Task Orders shall become binding when the Contracting Officer signs the Order. Issuance of a Task Order is considered your Notice to Proceed (NTP).

9. PROPOSAL SUBMISSION REQUIREMENTS – COMPETITIVE TASK ORDERS

- 9.1 Depending upon the requirements of each Task Order, the Contractor will be required to provide their quote in one of the following manners: (a) lump sum price, (b) a price for each line item in the Schedule, or (c) technical proposal and price proposal. **NOTE: ALL SUBMISSIONS SHALL BE LIMITED TO FIVE (5) PAGES ONLY.**

- 9.2 Contractors shall respond within the number of calendar days and time stated in the RFQ by submitting a proposal to the Contracting Officer in accordance with requirements stated in the RFQ

- 9.3 Proposals will either be accepted as is or negotiated to the mutual agreement of both the Government and the Contractor. Upon conclusion of negotiations (if required), a Task Order will be issued by the Contracting Officer reflecting the negotiated order price and payment terms as outlined in the statement of work or specifications. In any instance where there is failure to reach agreement on price, the Government reserves the right to withdraw the project and have it completed by other means.

10. PROPOSAL SUBMISSION REQUIREMENTS – SOLE SOURCE TASK ORDERS

- 10.1 When it is necessary to negotiate with one firm on a sole-source basis, the Government's Independent Government Estimate and/or Market Research shall be utilized in establishing the price.

11. **EVALUATION METHOD AND PROCEDURES** Task Orders normally vary in size from \$2,500.00 to \$500,000.00. When an RFQ for a Task Order is issued, it will be issued on a price competitive basis. However, some may be based on other than price; some Task Orders may be based on Best Value to the Government, using the following evaluation criteria:

- a. Contract Minimums – Task Orders will be distributed to assure the guaranteed minimums are met over the three-year base period (\$60,000.00).
- b. Past Performance on Previous Task Orders – The quality and timeliness of work delivered on prior work could be a factor when determining the allocation of new work.
- c. Capacity to Perform – The ability/capacity of the Contractor to take on additional work could be considered. An even distribution of work is preferable.
- d. Specific Past Experience – Contractor's past-experience to the particular type of work could be considered when choosing contractors.
- e. Technical Innovation – Any new technical ideas or processes may be taken into consideration.
- f. Schedule – Ability to meet required delivery schedules
- g. Price

12. ARITHMETIC DISCREPANCIES IN THE EVALUATION OF OFFERS SUBMITTED IN RESPONSE TO RFQs FOR INDIVIDUAL TASK ORDERS EFARS – (MAR 1995)

- a. For the purpose of initial evaluations of offers proposed for individual Task Orders, the following will be utilized in resolving arithmetic discrepancies found on the face pricing schedule as submitted by Offeror: (1) Obviously misplaced decimal points will be corrected; (2) Discrepancy between unit price and extended price, the unit price will govern; (3) Apparent errors in extension of unit prices will be corrected; (4) Apparent errors in addition of lump sum and extended prices will be corrected
- b. For purposes of price evaluation, the Government will proceed on the assumption that the Offeror intends the proposed price to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above.
- c. These correction procedures shall not be used to resolve any ambiguity concerning which price is low.

13. **COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (FAR 52.211-10)(APR 1984).** The Contractor shall be required to commence work within the time frame specified in the individual Task Orders, prosecute the work diligently, and complete the entire work ready for use not later than the number of calendar days specified in the Task Order.

14. **PLANS AND SPECIFICATIONS** – The Contractor will be provided with one copy of the drawings and Statement of Work (SOW), to include pertinent supplemental specifications, upon issue of each RFQ. All further reproduction shall be at the Contractor's

expense. The Government may provide these as hard copy or as electronic media, such as e-mail, diskette, or CD-ROM.

15. **WAGE DETERMINATIONS –**

Service Wage Rates, if required, will be included in individual Task Orders.

16. **PROTESTS** - In accordance with FAR 16.505(a)(8), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

17. **OMBUDSMAN** – If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the U.S. Army Corps of Engineers *USACE) Ombudsman, who is the USACE Principal Assistant Responsible for Contracting (PARC), at the following address: HQ, USACE, Attn: CEPR-P (USACE Ombudsman), 20 Massachusetts Avenue NW, Washington, DC 20314-1000. The ombudsman will review the Contractor's complaint, and in coordination with the Contracting Officer, ensure that the Contractor was afforded a fair opportunity to be considered for the Task Order.

18. **EVALUATION OF CONTRACTOR PERFORMANCE** – In accordance with FAR 36.201(a)(1)(i), the Contractor's performance will be evaluated upon completion of each Task Order of \$100,000.00 or more. As an alternative, the Contractor's performance may be evaluated upon completion of work on several small Task Orders with a total dollar value of \$100,000.00 or more. Interim evaluations may be prepared at any time during contract Performance when determined to be in the best interest of the Government.

19. All information technology purchases must meet the standards in accordance with Section 508 of the Rehabilitation Act of 1973. Further information on Section 508 is available via the Internet at: <http://www.Section508.gov>

20. **ORDERING OFFICERS/CONTRACTING OFFICER'S REPRESENTATIVE (COR) –**
Ordering Officers/CORs for the MATOC Contracts may be:

Mr. Tracy Keel – CELRL-OP-TM (502) 315-6710

Mr Kevin Vessels – CELRL-OP-TM (502) 315-6705

The following have been deleted:

B. SCOPE OF WORK

52.216-18	Ordering	OCT 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-5001	Continuing Contracts (Mar 1995)	MAY 1999
52.237-3	Continuity Of Services	JAN 1991
LCL 0228-002	REQUIRED INSURANCE	MAY 2000

(End of Summary of Changes)